

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-157
ANNUAL REQUIREMENTS FOR
HVAC AIR FILTERS FOR WASTEWATER

DATE: June 22, 2006

CONTRACT PERIOD: August 1, 2006 - July 31, 2007

CONTRACTOR: Division 15 Sales
12026 Roberts Road
LaVista, NE 68128

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Robert Pohlmeier
Telephone No.: 402.597.6353
FAX No.: 402-597.6298
E-Mail Address: rpohlmeier@division-15.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Attached Contract and Specification 06-157

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #076594
Dated:06-21-06

 **COPY**

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
HVAC AIR FILTERS FOR WASTEWATER
SPECIFICATION 06-157**

Contractor: ← Division 15
Robert Pohlmeier
12026 Roberts Road
LaVista, NE 68128

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 7th day of June 2006, by and between Division 15 Sales, 12026 Roberts Road, LaVista, NE 68128 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing the **Annual Requirements fo HVAC Air Filters for Wastewater, Spec. No. 06-157**
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of this agreement shall be from **August 1, 2006 through August 31, 2007** with the option to renew for no more than two (2) additional one-year periods.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Executive or No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

DIVISION 15 SALES, INC.

Name of Corporation

12026 ROBERTS RD. LA VISTA NE 68124

(Address)

By: _____

Duly Authorized Official

PRESIDENT

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____

Member

By: _____

Member

IF AN INDIVIDUAL:

Name

Address

Signature

Company Name Division 15 Sales

BID PROPOSAL
SPECIFICATION NO. 06-157
ANNUAL REQUIREMENTS
HVAC AIR FILTERS FOR WASTEWATER
 BID OPENING TIME: 12:00 NOON
 DATE: May 24, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

Bid Item	Item Description	Est. Annual Quantities	Unit Price	Estimated Net Annual Bid Amount
1.	Tri-Dim 250844221010 24x24x22 ten pocket v-bag or equal <i>FLANDER PRECISION AIRG</i> Manufacturer/Model: <i>PAP108564422</i>	9	<i>\$28.67</i>	<i>\$258.03</i>
2.	Tri-Dim 250824220510 12x24x22 five pocket v-bag or equal <i>FLANDER PRECISION AIRG</i> Manufacturer/Model: <i>PAP58562422</i>	3	<i>\$18.58</i>	<i>\$55.74</i>
3.	Tri-Dim ES40LE 24x24x2 pleated air filters or equal <i>FLANDER PRECISION AIRG</i> Manufacturer/Model: <i>84355.022424</i>	18	<i>\$2.68</i>	<i>\$48.24</i>
4.	Tri-Dim ES40LE 24x24x2 pleated air filters or equal <i>FLANDER PRECISION AIRG</i> Manufacturer/Model: <i>84355.022424</i>	6	<i>\$2.68</i>	<i>\$16.08</i>
5.	Tri-Dim HS-600 Plastic 12x18x6 chemical media filters or equal Manufacturer/Model: <i>Hydrosil HS18P</i>	216	<i>\$44.44</i>	<i>\$9599.04</i>
			TOTAL	<i>\$9977.13</i>

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

Name: Robert Pohlmeier Title: Acct. Rep.
Address: 12026 Roberts Road LAVISTA, NE. 68128
Phone No. 402 597 6353 Fax No. 402 597 6298
Email address: RPOHLMEIER@DIVISION-15.COM

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL,
MARK OUTSIDE OF BID ENVELOPE:
"SEALED BID" FOR SPEC. 06-157**

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

<u>Division 15 Sales</u>	<u>Robert Pohlmeier</u>
COMPANY NAME	BY (Signature)
<u>12026 Roberts Road</u>	<u>Robert Pohlmeier</u>
STREET ADDRESS or P.O. BOX	(Print Name)
<u>LAVISTA NE 68128</u>	<u>Account Rep.</u>
CITY, STATE ZIP CODE	(Title)
<u>402 597 6353 402 597 6298</u>	<u>5-16-06</u>
TELEPHONE No. FAX No.	(Date)
<u>RPOHLMEIER@DIVISION-15.COM</u>	<u>2 wks + -</u>
E-MAIL ADDRESS	ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid The Intent to Award will be listed on the website when a recommendation is received from the Department.